

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

First Priority Security Interest in Trademark Rights

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|-----------------------|
| Time Warner Telecom Inc. | | 02/20/2004 | CORPORATION: DELAWARE |
| Time Warner Telecom Holdings Inc. | | 02/20/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------------------------|
| Name: | Lehman Commercial Paper Inc., as Administrative Agent |
| Street Address: | 745 Seventh Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------------|
| Registration Number: | 2504671 | DELIVERING NETWORKS... EMPOWERING BUSINESS |
| Registration Number: | 2138791 | INC.NET |
| Registration Number: | 2805453 | VERSIPAK |
| Registration Number: | 2377973 | TIME WARNER TELECOM |
| Serial Number: | 76422760 | ONYX |

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

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Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

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TRADEMARK
REEL: 002855 FRAME: 0338

OP \$140.00 2504671

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| ATTORNEY DOCKET NUMBER: | 053114/1035 |
| NAME OF SUBMITTER: | Kimberly Solomon |
| Total Attachments: 4 source=TWT_SI_T#page1.tif source=TWT_SI_T#page2.tif source=TWT_SI_T#page3.tif source=TWT_SI_T#page4.tif | |

FIRST PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS

This **FIRST PRIORITY SECURITY AGREEMENT**, dated as of February 20, 2004, made by each of the signatories hereto (for so long as such entities remain parties hereto, as provided herein, and together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (in such capacity, the "Administrative Agent") for the secured parties referred to below.

WITNESSETH:

WHEREAS, Time Warner Telecom Inc. ("TWTC"), Time Warner Telecom Holdings Inc. (the "Borrower"), the Subsidiary Guarantors (as defined herein) party thereto and the Administrative Agent have entered into an Initial Credit Agreement dated as of February 20, 2004 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Initial Credit Agreement"); and

WHEREAS, pursuant to the Initial Credit Agreement, certain Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Initial Credit Agreement, the Grantors and certain other subsidiaries of the Grantor (including TWTC and Borrower) have executed and delivered a Guarantee and Collateral Agreement, dated as of February 20, 2004, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, TWTC and the Borrower are each a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, TWTC and Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing first priority security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, TWTC and Borrower have each duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to TWTC and the Borrower pursuant to the Initial Credit Agreement, TWTC and the Borrower each agree, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Initial Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. TWTC and Borrower each hereby pledge and grant a continuing first priority security interest in the Trademarks listed on Schedule A hereto, to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by TWTC and Borrower for the purpose of recording the grant of first priority security interest herein with the United States Patent and Trademark Office. The first priority security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. TWTC and Borrower each do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the first priority security interest in the Trademarks granted hereby are more fully set forth in the Initial Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TIME WARNER TELECOM INC.

By: _____
Name: _____
Title: _____

TIME WARNER TELECOM HOLDINGS INC.

By: _____
Name: _____
Title: _____

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

SECTION 2. Grant of Security Interest. TWTC and Borrower each hereby pledge and grant a continuing first priority security interest in the Trademarks listed on Schedule A hereto, to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by TWTC and Borrower for the purpose of recording the grant of first priority security interest herein with the United States Patent and Trademark Office. The first priority security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TIME WARNER TELECOM INC.

TIME WARNER TELECOM HOLDINGS INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

LEHMAN COMMERCIAL PAPER INC.
as Administrative Agent for the Lenders

By: Frank P. Turner
Name: Frank P. Turner
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

| MARK | REG. / SER. NO. |
|----------------------------------------------------------|------------------------|
| DELIVERING NETWORKS . . . EMPOWERING BUSINESS | 2504671 |
| INC.NET | 2138791 |
| VERSIPAK | 2805453 |
| TIME WARNER TELECOM | 2377973 |
| ONYX | 76/422760 |

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